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Attorney for Alana Atchison, Marianne Holes,
Rene Lindsey and Loraine Robinett

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CLERK, S. BURKE
IDAHO

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In Re:

GERALD & ONA LINDSEY,

Debtors.

CASE NO. 03-21652

**DECLARATION OF MARIANNE
HOLES**

COMES NOW, Marianne Holes, and under penalty of perjury declares as follows:

1. I am a daughter of Gerald and Ona Lindsey. I have been living at the White Bird ranch known as River Mountain Ranch for the past twelve years.
2. My husband, Ray, and I raise cattle and meat goats doing business as "Lazy H Livestock."
3. We have a Real Estate Lease Agreement with Mountain Property Management, a copy of which is attached hereto as "**Exhibit A.**"

4. We live in a 1993 Marlett mobile home, which is listed in Exhibit C to the Trustee's Motion for Turnover. As consideration for rent, we maintain and repair the irrigation systems, corrals, feedlots, cow barn and pastures for the River Mountain Ranch and control noxious weeds with chemical spray. We pay for our own property insurance on the Marlett mobile home. A copy of the receipt is attached hereto as "**Exhibit B.**"

5. I own personal property located at the River Mountain Ranch and listed in Exhibit C to the Trustee's Motion for Turnover. The following is a partial list of the property owned:

- A. Weekender Camp Trailer. Title is attached hereto as "**Exhibit C.**"
- B. Ford 8830 tractor (1992). The Bill of Sale and Lease Purchase is attached as "**Exhibit D.**"
- C. Silverado Stock Trailer (1995). Title is attached hereto as "**Exhibit E.**"
- D. Orange Blake Stock Trailer (1981 Brown). Title is attached hereto as "**Exhibit F.**"
- E. Cattle Trailer (1990 Wilson Livestock Trailer). Title is attached hereto as "**Exhibit G.**"
- F. Silver Enclosed Semi Trailer (1970 Van). Title is attached hereto as "**Exhibit H.**"
- G. Six wheeler (1996 Polaris). Title is attached hereto as "**Exhibit I.**"

In addition, I own various tools, bark, tires, wheels, barrels of oil, filters, fence material, dog kennels, dog food, tack, veterinary equipment, grain feeders, stock tanks and the like, in and

Aug 16 04 12:30p Magnuson Law Offices

around the cow barn, sheds, feedlots and pastures. I also own approximately 18 tons of hay located in the hay barn.

DATED this 16th day of August, 2004.


MARIANNE HOLES

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing was faxed and/or mailed by first-class prepaid mail on the 16th day of August, 2004, to:

Ford Elsaesser
Chapter 7 Trustee
P. O. Box 2220
Sandpoint, ID 83864
Fax: (208) 263-0759

Bruce A. Anderson
Barry McHugh
Elsaesser, Jarzabek, Anderson, Marks,
Elliott & McHugh, Chtd.
1400 Northwood Center Court
Coeur d'Alene, ID 83814
Fax: 667-2150



REAL ESTATE LEASE

AGREEMENT, between Mountain Property Management and Trust, herein referred to as "Lessors" and Ray and Marianne Holes, herein referred to as "Lessee";

WITNESSETH:

Lessors lease and rent to Lessee, and Lessee leases and rents from Lessors, the real property described as follows, to wit:

Marlette Mobile Home known as HC01 Box 109C, Stock Barns, Pasture, Feedlots, Use of Mechanic Shop, and Use of Office. All property is within the 286 acres known as River Mountain Ranch

The term of this lease is for a period of 50 years commencing on August 1, 2000 and terminating of August 1, 2050 under the following terms and conditions:

1. **RENT.** Lessee agrees to pay Lessors rent for the premises in annual installments of \$2,600.00 per year. Said payments shall be made on or before the first day of August of each year during the existence of this lease or traded for work on upkeep of irrigation system and general maintenance of River Mountain Ranch property. Work traded must be agreed upon by both parties.
2. **PROPERTY OF LESSEE.** Lessee agrees to provide property insurance on the Marlette Mobile Home property.
3. **WARRANTIES.** Lessors warrant that the premises and all appliances and equipment are in good working condition.
4. **MAINTENANCE ALTERATIONS AND IMPROVEMENTS.** No alteration, additions or improvements will be made to the structure, nor any sign placed upon the leased premises by lessee without first obtaining the written consent of Lessors. Lessee agrees to maintain the premises at its cost including the payment of property taxes, if any, on said parcel.
5. **ENTRY BY LESSORS.** Lessors shall have the right to enter premises at any reasonable time to examine the same and determine the maintenance and state of repair.
6. **FIRE OR OTHER LOSS.** If any structure shall be damaged by fire, the elements or other causes, Lessors will cause the same to be promptly repaired and restored unless caused by the acts or negligence of Lessee or its employees, in which case Lessee shall promptly restore and repair the premises. If any structure is so damaged as to be unfit for use or occupancy, the rent of Lessee shall be adjusted accordingly.

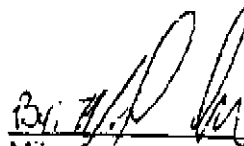
Real Estate Lease
Mt Property Mgt/Ray & Marianne Holes

1

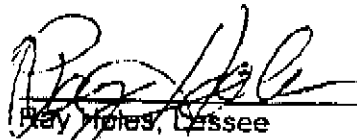
EXHIBIT A


7. **TIME OF ESSENCE AND DEFAULT.** Time is of the essence of this agreement. If Lessee defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by Lessors, then Lessors, at their option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of Lessee under this agreement shall immediately terminate.
8. **ASSIGNMENT OR SUBLETTING PROHIBITED.** Lessee shall not assign this lease nor sublet the whole or any part thereon without the written consent of Lessors.
9. **USE OF PROPERTY.** Lessee will use the property for the purpose of stock operation and home place and shall at all times comply with all laws, regulations and ordinances. The Lessee's use of the property shall not be changed without the consent of the Lessors.
10. **SUBJECT TO LEASE.** Should Lessors sell, convey, remise, bequeath or devise said property, such conveyance shall be subject to this lease and shall not cause a termination of the same.
11. **ATTORNEY'S FEES.** If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law. In addition, Lessee agrees to pay the sum of \$75.00 for costs and attorney fees for each notice of default served upon Lessee by the Lessors.
12. **SERVICE OF NOTICES.** Any notice may be served upon Lessors by certified mail to Lessors at HC01 Box 109B, White Bird, ID 83554, and any notice may be served upon Lessee by certified mail to Lessee at HC01 Box 109C, White Bird, ID 83554. Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

DATED this 1st day of August, 2000.


Mike Joane
Trustee

MOUNTAIN PROPERTY MANAGEMENT AND TRUST, Lessor


Ray Holes, Lessee


Glen Halliay
Trustee


Marianne Holes, Lessee



FARM BUREAU MUTUAL INSURANCE COMPANY OF IDAHO
275 TIENNA VISTA DR PO BOX 4848
POCATELLO ID 83205-4848

FARM AND RANCH POLICY
DECLARATIONS
PAGE 1

150

THE INSURANCE PROVIDED AS INDICATED BY THESE DECLARATIONS SUPERSEDES
AND REPLACES ALL INSURANCE PREVIOUSLY AFFORDED BY THIS POLICY.

INSURED:

RAY E HOLES
MARIANNE M HOLES
HC 01 BOX 109C
WHITE BIRD ID 83554-9709

XX

POLICY NUMBER: 01--083524-01
POLICY PERIOD: 03-21-2003 UNTIL 03-21-2004
AT 12:01 AM STANDARD TIME
COUNTY: IDAHO
AGENCY: WHEELLOCK AGENCY
AGENT: ASKER MICHAEL M
EFFECTIVE DATE: 02-10-2004
ISSUE DATE: 04-05-2004

SECTION I - PROPERTY

LIMITS OF LIABILITY	COVERAGE	APPLICABLE PERILS	APPLICABLE ENDORSEMENTS	ANNUAL PREMIUM
216000	A RESIDENCE PREMISE FRAME BUILDING NUMBER: 001 LOCATION: 01 REPLACEMENT COST MAIVE DEDUCTIBLE ON GLASS	1-19	171	\$715.00
21600	DETACHED GARAGES, SHEDS, SWIMMING POOLS		133	
21600	LIMITED FUNGI, WET OR DRY ROT, OR BACTERIA SMOKE ALARM, DEAD BOLT LOCKS, AND NONSMOKER DISCOUNTS APPLIED			
43200	B LOSS OF USE			
151200	C PERSONAL PROPERTY REPLACEMENT COST REFRIGERATED PRODUCTS	1-19	111	
500	FIRE DEPARTMENT SERVICE CHARGE			
500	500 DEDUCTIBLE APPLIES TO EACH SECTION I LOSS			
TOTAL SECTION I ANNUAL PREMIUM				\$715.00

SECTION II - LIABILITY

LIMITS OF LIABILITY	COVERAGE	APPLICABLE ENDORSEMENTS	ANNUAL PREMIUM
300000	F1 BODILY INJURY G PROPERTY DAMAGE EACH OCCURRENCE		\$626.00
5000	F2 PREMISES MEDICAL EACH PERSON		
25000	EACH OCCURRENCE		
500	M DAMAGE TO PROPERTY OF OTHERS EACH OCCURRENCE		
	LIMITED POLLUTION COVERAGE	223	\$53.00
DESCRIPTION OF PREMISES:			
LOCATION DESCRIPTION			
00	1200 ACRES SECTION=05 06 07 08 TOWNSHIP=28N RANGE=01N		
00	1200 ACRES SECTION=17 18 19 20 TOWNSHIP=28N RANGE=01N		
00	1200 ACRES SECTION=21 25 27 28 TOWNSHIP=28N RANGE=01N		
01	1 RES 1200 ACRES SECTION=29 30 31 32 TOWNSHIP=28N RANGE=01N		
00	7200 ACRES SECTION=05 06 07 08 TOWNSHIP=28N RANGE=01N		
00	1250 ACRES SECTION=24 25 01 11 TOWNSHIP=28N RANGE=02N		
00	1250 ACRES SECTION=12 13 14 15 TOWNSHIP=28N RANGE=02N		
00	1250 ACRES SECTION=23 24 25 16 TOWNSHIP=28N RANGE=02N		
00	6250 ACRES SECTION=36 28 24 25 TOWNSHIP=28N RANGE=02N		

CONTINUED ON PAGE 2

EXHIBIT B

Week end Camper

[illegible]

1992 Ford 8830 Tractor

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, That Jack Bailey dba Banner Ridge Ranch, hereinafter called the seller, in consideration of the sum of Seventeen Thousand and 00/100 Dollars, (\$17,000.00) to the seller paid, the receipt whereof hereby is acknowledged, hereby does grant, bargain, sell, transfer and deliver unto BALBOA CAPITAL CORPORATION, hereinafter called the buyer, the following described personal property now located at 1 Banner Ridge Rd., White Bird, 83554 in Idaho County, State of Idaho, to-wit:

EQUIPMENT: (1) 1992 New Holland 8830 Tractor

TO HAVE AND TO HOLD the same unto the said buyer and buyer's heirs, executors, administrators, successors and assigns forever.

And the seller hereby covenants and agrees to and with the said buyer and to and with buyer's successors in interest and assigns that seller is the owner of the above described personal property; that the same is free from all encumbrances NONE; that seller has a good right to sell the same; and that seller will and seller's heirs, executors, administrators and successors shall warrant and forever defend this sale against the lawful claims and demands of all persons whomsoever.

In construing this bill of sale and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter and, generally, all grammatical changes shall be made so that this instrument shall apply equally to individuals and to corporations.

IN WITNESS WHEREOF, the seller has hereunto set his hand; and if the undersigned seller is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

Dated Mar 22 02

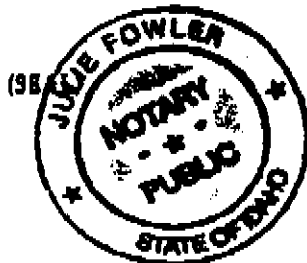
BY: Jack Bailey
Jack Bailey, Individual/Owner

(If executed by a corporation affix corporate seal)

STATE OF IDAHO
County of COBURN

I, Julie Fowler, being first duly sworn, depose and say: That I am JACK BAILEY the seller of the property described in the foregoing bill of sale; that seller is the sole owner of said property; that the same has been paid for in full and that as of this date said personal property and each and every part thereof is free and clear of all liens, encumbrances and security interests of any kind or nature.

Subscribed and sworn to before me Julie Fowler (Date) MARCH 22, 2002



Notary Public for WHITE BIRD ID
My commission expires 3-15-05

* %D320%A41697 *

EXHIBIT

D

**DELIVERY & ACCEPTANCE**

Lease # 37622-000

DELIVERY AND ACCEPTANCE CERTIFICATE

By signing below, you, the Lessee, agree:

- A) That all Equipment described in the Lease identified above has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Lease; and
- B) That we, Balboa Capital Corporation, are authorized to purchase the Equipment and start billing you under the Lease as set forth in Section 2.

Date of Acceptance: 04/04/02

Lessee: Ray Holst, Sr. aka Larry H Livengood


Ray Holst, Sr., Individual/Owner

I hereby authorize _____ to orally verify my/our acceptance of the equipment subject to Lease Agreement # 37622-000 in my absence.



The following invoice(s) are referenced, and hereby incorporated, for the purpose of describing the equipment subject to lease agreement # 37622-000. By signing below, I, the lessee, acknowledge that I choose to lease the equipment listed on the invoice(s) per the payment schedule and the terms and conditions set out in lease agreement # 37622-000, which is the governing document to this lease regardless of the price and terms (if any) indicated on the invoice(s).

EQUIPMENT	INVOICE #	DATE	VENDOR
(1) 1992 New Holland 8830 Tractor	BOS	03/27/02	Jack Bailey dba Banner Ridge Ranch

LAF: 37622-000

LESSEE: Ray Hales, Sr. dba Lazy H Livestock


Ray Hales, Sr., Individual/Owner

DATE: 3/5/02



ADDENDUM TO LEASELease No.: 37622-000Lease Date: 04/08/02**DISCLAIMER AS TO USED EQUIPMENT**

DISCLAIMER. (a) Lessor leases the Equipment as described in the above lease "as is" and expressly acknowledges that the equipment is used and not new. Lessor, NOT BEING THE VENDOR OF THE EQUIPMENT, NOR THE VENDOR'S AGENT, MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OF MERCHANTABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: THE CONDITION, SAFENESS, USABILITY, REPAIR OR DESIGN OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS. (b) Lessor is not responsible or liable for any direct, indirect, incidental or consequential damages or losses resulting from any cause whatsoever, including, but not limited to, breach of warranty, the installation, operation or use of the Equipment or any products manufactured thereby, or delay or failure to deliver any item of Equipment. Lessee agrees to settle all such claims directly with Vendor and will not set up against Lessor's obligations to Lessee any such claims as a defense, counterclaim, setoff, or otherwise.

LESSOR:
Bulbena Capital CorporationBY: [Signature]
Vice PresidentDATE: 04/08/02

LESSOR:

Ray Holm, Sr. Owner/LL Livestock

[Signature]
Ray Holm, Sr., Individual/Owner

DATE: 3/5/02



VOID IF ALTERED

IDAHO

02/28/13 10:14:11
03/18/2002

03/18/2002

HOLES, RAY E OR
MARRIANNE
HC 01 BOX 109-C
WHITE, BIRD, ID 83554

OWNER'S NAME AND ADDRESS

OWNER'S RESIDENTIAL ONLY

Vehicle and title are subject to the lien of the lender. The lender's ownership of a motor vehicle is subject to the lien of the lender. The lender's ownership of a motor vehicle is subject to the lien of the lender.

DOCUMENT PREPARED: Reading & Social Union National Bank
DATE: 03/18/2002

DATE \$0.00: 03/18/2002
SELLING PRICE: 03/18/2002

SELLER'S NAME AND ADDRESS: AMERICAN LENDING SERVICES
801 WOODSIDE SUITE 14-404
REDWOOD CITY, CA 94061
RECORDED 03/18/2002

AMERICAN LENDING SERVICES

801 WOODSIDE SUITE 14-404
REDWOOD CITY, CA 94061
RECORDED 03/18/2002

SIGNATURE RELASING LEM: 05/28/2002

05/28/2002

4

1981 Blak
Horse Trailer

EXHIBIT

YEAR	MAKE	BODY	MODEL	DESCRIPTION
1970	TRIM	VN	TL	

ODOMETER READING: EXEMPT

THE
FUTURE OF
THE

OWNER'S NAME AND ADDRESS

OTHER PERIODIC DATA

HOLES, RAY E OR
HOLES, MARIANNE M
HC 1 BOX 109C
WHITEBIRD, ID 83554

Assignment of title. Federal and state law requires that you state the mileage when transferring ownership of a motor vehicle. Failure to complete or providing a false statement may result in fines and/or imprisonment.

**COO-METER
AND TENTHS**

DATE _____

☐ **Is Robert's a "technical" level?** ☐ **Example**

☐ **Not Robert - showing Robert as "other" only** ☐ **Not Robert**

SELLER'S OR REPRESENTATIVE'S PRINTED NAME(S)

SELLERS ON REPRESENTATIVE'S SUCH A TIME:
 certify in the sales of my services. Inasmuch as a competent trading system for the actual on-line
 stock, however, appears very difficult and knowledge of ownership by the relevant participants
 is also necessary to ensure that the system is not abused.

10

NONE

RECORDED 01/20/2009

SIGNATURE RELEASED BY: _____

DATE: _____

22980E50

11	NEW AGENCY ORDER'S NAME
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ADOBES

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1997

17

1970 Trailer Van

EXHIBIT

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7

IDAHOO	
<p>1. NAME AND ADDRESS OF PURCHASER (PRINTED NAME)</p> <p>2. NAME AND ADDRESS OF SELLER (PRINTED NAME)</p> <p>3. DATE OF SALE</p> <p>4. DATE OF SALE</p> <p>5. DATE OF SALE</p> <p>6. DATE OF SALE</p> <p>7. DATE OF SALE</p> <p>8. DATE OF SALE</p> <p>9. DATE OF SALE</p> <p>10. DATE OF SALE</p> <p>11. DATE OF SALE</p> <p>12. DATE OF SALE</p> <p>13. DATE OF SALE</p> <p>14. DATE OF SALE</p> <p>15. DATE OF SALE</p> <p>16. DATE OF SALE</p> <p>17. DATE OF SALE</p> <p>18. DATE OF SALE</p> <p>19. DATE OF SALE</p> <p>20. DATE OF SALE</p> <p>21. DATE OF SALE</p> <p>22. DATE OF SALE</p> <p>23. DATE OF SALE</p> <p>24. DATE OF SALE</p> <p>25. DATE OF SALE</p> <p>26. DATE OF SALE</p> <p>27. DATE OF SALE</p> <p>28. DATE OF SALE</p> <p>29. DATE OF SALE</p> <p>30. DATE OF SALE</p> <p>31. DATE OF SALE</p> <p>32. DATE OF SALE</p> <p>33. DATE OF SALE</p> <p>34. DATE OF SALE</p> <p>35. DATE OF SALE</p> <p>36. DATE OF SALE</p> <p>37. DATE OF SALE</p> <p>38. DATE OF SALE</p> <p>39. DATE OF SALE</p> <p>40. DATE OF SALE</p> <p>41. DATE OF SALE</p> <p>42. DATE OF SALE</p> <p>43. DATE OF SALE</p> <p>44. DATE OF SALE</p> <p>45. DATE OF SALE</p> <p>46. DATE OF SALE</p> <p>47. DATE OF SALE</p> <p>48. DATE OF SALE</p> <p>49. DATE OF SALE</p> <p>50. DATE OF SALE</p> <p>51. DATE OF SALE</p> <p>52. DATE OF SALE</p> <p>53. DATE OF SALE</p> <p>54. DATE OF SALE</p> <p>55. DATE OF SALE</p> <p>56. DATE OF SALE</p> <p>57. DATE OF SALE</p> <p>58. DATE OF SALE</p> <p>59. DATE OF SALE</p> <p>60. DATE OF SALE</p> <p>61. DATE OF SALE</p> <p>62. DATE OF SALE</p> <p>63. DATE OF SALE</p> <p>64. DATE OF SALE</p> <p>65. DATE OF SALE</p> <p>66. DATE OF SALE</p> <p>67. DATE OF SALE</p> <p>68. DATE OF SALE</p> <p>69. DATE OF SALE</p> <p>70. DATE OF SALE</p> <p>71. DATE OF SALE</p> <p>72. DATE OF SALE</p> <p>73. DATE OF SALE</p> <p>74. DATE OF SALE</p> <p>75. DATE OF SALE</p> <p>76. DATE OF SALE</p> <p>77. DATE OF SALE</p> <p>78. DATE OF SALE</p> <p>79. DATE OF SALE</p> <p>80. DATE OF SALE</p> <p>81. DATE OF SALE</p> <p>82. DATE OF SALE</p> <p>83. DATE OF SALE</p> <p>84. DATE OF SALE</p> <p>85. DATE OF SALE</p> <p>86. DATE OF SALE</p> <p>87. DATE OF SALE</p> <p>88. DATE OF SALE</p> <p>89. DATE OF SALE</p> <p>90. DATE OF SALE</p> <p>91. DATE OF SALE</p> <p>92. DATE OF SALE</p> <p>93. DATE OF SALE</p> <p>94. DATE OF SALE</p> <p>95. DATE OF SALE</p> <p>96. DATE OF SALE</p> <p>97. DATE OF SALE</p> <p>98. DATE OF SALE</p> <p>99. DATE OF SALE</p> <p>100. DATE OF SALE</p>	

EXHIBIT I